

**SECOND EXTENSION AND FIRST AMENDMENT TO AGREEMENT  
FOR ASPHALT PAVING AND RESURFACING**

This Second Extension and First Amendment to that certain Agreement to provide Asphalt Paving and Resurfacing is entered into effective as of July 2, 2022 by and between Indian River County, a political subdivision of the State of Florida ("County") and C.W. Roberts Contracting, Inc. ("Contractor").

BACKGROUND RECITALS

**WHEREAS**, the County awarded the work to Contractor under bid 2020042 on July 2, 2020, and

**WHEREAS**, the first extension was executed, effective as of July 2, 2021, with the term ending on July 1, 2022; and

**WHEREAS**, the parties entered into a formal Agreement for Asphalt Paving and Resurfacing, to facilitate the use of ARPA funds for the work, effective October 5, 2021; and

**WHEREAS**, Article 3 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one-year period; and

**WHEREAS**, the parties desire to amend Article 7 – Contractor’s Representations to include E-Verify requirements; and

**WHEREAS**, the parties desire to update requirements to the Federal Clauses section, in accordance with 2 C.F.R.; and

**WHEREAS**, the parties have agreed to pricing modifications, based on the Florida Department of Transportation’s Fuel and Bituminous Average Price Index.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this Second Extension and First Amendment.
2. The second renewal term shall commence effective July 2, 2022 and shall end on July 1, 2023. There are no additional renewals available.
3. The following is added to Article 4 – Contract Price:  
Should the Florida Department of Transportation’s Bituminous Binder Price Index and/or the Florida Department of Transportation’s Diesel Fuel Price Index Fuel fall below \$2 50/gallon, the parties agree to a downward adjustment to reflect the price decrease.

4. The following is added to Article 7 – Contractor’s Representations:

J. Contractor is registered with and will use the Department of Homeland Security’s E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

4. Article 10 - Federal Clauses is modified as follows:

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

R. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### S. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. Exhibit 1 to the agreement is replaced with Exhibit 1 – First Amendment.

6. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed effective the day and year first set forth above.

C.W. Roberts Contracting, Inc.

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

Attest: Jeffrey R. Smith, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dylan Reingold, County Attorney

Exhibit 1 – First Amendment (Bid 2020042)

Item	Description	UOM	Updated Price
1	SUPERPAVE SP-9.5 (LESS THAN 25 TONS PER MOBILIZATION)	TN (Road)	\$416
		TN (Lot)	\$426
2	SUPERPAVE SP-9.5 (25-99 TONS PER MOBILIZATION)	TN (Road)	\$262
		TN (Lot)	\$272
3	SUPERPAVE SP-9.5 (100-299 TONS PER MOBILIZATION)	TN (Road)	\$191
		TN (Lot)	\$201
4	SUPERPAVE SP-9.5 (300 TONS OR MORE PER MOBILIZATION)	TN (Road)	\$153
		TN (Lot)	\$163
5	SUPERPAVE SP-12.5 (0-299 TONS PER MOBILIZATION)	TN (Road)	\$191
		TN (Lot)	\$201
6	SUPERPAVE SP-12.5 (300 OR MORE TONS PER MOBILIZATION)	TN (Road)	\$153
		TN (Lot)	\$163
7	FRICTION COURSE FC-9.5	TN	\$222
8	FRICTION COURSE FC-12.5	TN	\$213
9	TACK FOB GALLON	GAL	\$8.25
10	PRIME	SY	\$1.25
11	PRIME AND SAND	SY	\$2.00
12	HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	TN	\$94.00
13	TEMPORARY STRIPING	LF	\$5.00
14	NIGHT WORK (INCREASE)	TN	\$12.50
15A	COST FOR MILLING & CLEAN UP 0-2,500 SY AND UNDER	SY	\$6.25
15B	COST FOR MILLING & CLEAN UP 2,501-5,000 SY	SY	\$5.00
15C	COST FOR MILLING & CLEAN UP 5,001 TO 15,000 SY	SY	\$4.00
15D	COST FOR MILLING & CLEAN UP 15,001 SY AND OVER	SY	\$3.75
16	TIE-INS	EA	\$1,250.00